

EXHIBIT 5

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	
)	
Implementation of Section 224 of the Act;	)	WC Docket No. 07-245
Amendment of the Commission's Rules and	)	RM - 11293
Policies Governing Pole Attachments	)	RM - 11303
)	
)	

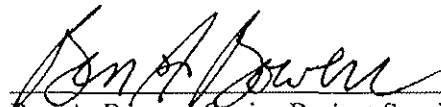
SECOND DECLARATION OF BEN A. BOWEN

1. My name is Ben A. Bowen. I am the same Ben A. Bowen who submitted declaration testimony in support of the initial comments filed by Alabama Power, Gulf Power, Mississippi Power, and Georgia Power. I am currently employed by Gulf Power Company ("Gulf Power") as a Senior Project Services Specialist. This declaration is based on my personal and professional knowledge, as well as knowledge available to me in my capacity as a Senior Project Services Specialist.

2. Gulf Power does not allow temporary attachments because, aside from the practical difficulty in motivating any attacher to convert temporary construction to permanent construction, it would conflict with our obligations under our FPSC-approved Storm Hardening Plan. One of the premises behind the Storm Hardening initiatives was that all new burdens on a pole should be pre-engineered. Temporary attachments run directly afoul of that, since they do not account for loading capacity, which is the very thing we are aiming to manage through the pre-attachment pole strength and loading analyses.

3. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the facts set forth in this declaration are true to the best of my knowledge.

Executed on the 21 day of April, 2008.

A handwritten signature in black ink, appearing to read "Ben A. Bowen", written over a horizontal line.

Ben A. Bowen, Senior Project Services Specialist
Gulf Power Company

EXHIBIT 6

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

In the Matter of	)	WC Docket No. 07-245
)	
	)	RM-11293
Implementation of Section 224 of the Act;)	
Amendment of the Commission's Rules and	)	RM-11303
Policies Governing Pole Attachments)	
)	

DECLARATION OF KEITH L. REESE, P.E.

1. My name is Keith L. Reese. I am a Principal Engineer for Georgia Power Company ("Georgia Power") and a Professional Engineer licensed in the State of Georgia. My business address is 241 Ralph McGill Boulevard NE, Atlanta, Georgia. I am over 18 years of age and this declaration is based on my personal and professional knowledge, as well as knowledge available to me in my capacity as Principal Engineer for Georgia Power Company.

2. I have been employed by Georgia Power as Principal Engineer for four years, and have been with the company for a total of over twenty-eight years. I am responsible for Georgia Power's overhead distribution designs and specifications, NESC compliance, and I assist with engineer training. Georgia Power is an operating subsidiary of Southern Company. I am a member of Southern Company's Overhead Distribution Design Committee, Engineering Workstation Committee, and NESC / Arc Flash Committee. I also am a member of the following industry committees: Southeastern Electric Exchange NESC Committee (Chair of Grounding Subcommittee); Southeastern Electric Exchange Overhead Distribution Committee; IEEE NESC C2 Subcommittee 4 (Overhead Lines, Clearances); IEEE NESC C2 Subcommittee 2 (Grounding – Principal Member).

3. My declaration addresses specific issues regarding engineering standards, and the safety and reliability of the distribution systems owned by Georgia Power. I offer this testimony

in support of the reply comments filed by Georgia Power and the Operating Companies (Alabama Power Company, Georgia Power Company, Gulf Power Company, and Mississippi Power Company) in response to initial comments filed pursuant to the FCC's Pole Attachment Notice of Proposed Rulemaking, WC Docket 07-245.

4. It is Georgia Power's policy to not only adhere to NESC requirements but also to adhere to the Southern Company Overhead Distribution Standards ("Southern Standards"). Georgia Power believes the NESC should be viewed as a basic standard that should be augmented by reasonable additional safety standards that are necessary to address the unique requirements of each utility. Therefore, Southern Standards are in many respects more demanding than the requirements imposed by the NESC requirements.

5. Georgia Power has numerous wood poles and general purpose street light poles throughout its pole plant network. Wood poles are designed for general purpose use and can accommodate various attachments without significant engineering or structural overhaul. On the other hand, street light poles are designed for the sole purpose of serving as a platform for street lights and are not specifically designed or engineered to accommodate attachments.

6. Georgia Power is frequently approached by home-owner associations and developers who wish to install specialized street lights that are more in comportment with a neighborhood's architectural scheme. These home-owner associations and developers often are willing to pay Georgia Power a premium to install these types of street lights.

7. Georgia Power does not believe that the OSHA Regulations addressing RF emissions are sufficiently comprehensive to ensure the safety and reliability of Georgia Power's distribution and transmission network. The Federal Communication Commission's Regulations do adequately address RF emissions.

I declare under penalty of perjury that the statements contained in this Declaration are true and correct.

Executed on April 15, 2008.



Keith L. Reese, P.E.

EXHIBIT 7

Transcript of:

Date: May 1, 2006

Volume: 10

Case: FCTA v. Gulf Power Company

Neal R. Gross & Co., Inc.

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BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554

IN THE MATTER OF)	EB Docket No.
	)	04-381
FLORIDA CABLE TELECOMMUNICATIONS)	
ASSOCIATION, INC.; COMCAST)	
CABLEVISION OF PANAMA CITY, INC.;)	
MEDIACOM SOUTHEAST, L.C.C.; and)	
COX COMMUNICATIONS GULF, L.C.C.,)	
)	
Complainants,)	
)	
v.)	
)	
GULF POWER COMPANY,)	
)	
Respondent.)	

Federal Communications
Commission
Hearing Room A, TW A-363
Washington, D.C.

VOLUME 10

9:00 a.m.
Monday,
May 1, 2006

BEFORE:

RICHARD L. SIPPEL
Chief Administrative Law Judge

1 trying to communicate, that's one of the main pre
2 conditions of communicating is to define terms used.
3 So in this proceeding, I don't know that either term
4 has been defined. So I can't tell you what the
5 difference is if any.

6 CHIEF JUDGE SIPPEL: So that distinction
7 you were asking is between crowded and congested.

8 MR. CAMPBELL: Yes sir. That was a new
9 one on us and I asked him a question about poles being
10 more congested because of the presence of |-

11 CHIEF JUDGE SIPPEL: Right. I just wanted
12 to be sure.

13 MR. CAMPBELL: So I just wanted to clarify
14 that.

15 CHIEF JUDGE SIPPEL: All right. I just
16 wanted to be sure I heard it right.

17 BY MR. CAMPBELL:

18 Q Now, Mr. Harrelson, you've done pole line
19 inspections before in your career. Correct?

20 A That's correct.

21 Q Am I accurate, sir, that when you go out
22 there you find various Code violations and

1 construction practice problems among the attachers to
2 the poles?

3 A Yes.

4 Q And some of the those are the utility's
5 responsibility. Correct?

6 A Yes.

7 Q And some of those are cable company's
8 responsibilities?

9 A Yes.

10 Q And some of those are the responsibility
11 of ILECs?

12 A Yes.

13 Q And some of those are the responsibility
14 of CLEC. Correct?

15 A Yes, and I couldn't tell you exactly what
16 those terms mean but I think they're just different
17 telephone companies.

18 Q That's correct. And sometimes you have
19 problems on pole lines where people attach to your
20 poles without permission. Correct?

21 A That's correct.

22 Q That's called an unauthorized attachment.

1 Right?

2 A That's the term for it. Yes.

3 Q And they create some problems out there
4 for utilities. Right?

5 A Yes, they do.

6 Q So there's blame to spread throughout all
7 the attachers. Right?

8 A That's correct.

9 Q And that holds in this case as well,
10 doesn't it, Mr. Harrelson?

11 A That's correct.

12 Q So you've opined on some things you think
13 are violations that are the responsibility of Gulf
14 Power. Right?

15 A Yes.

16 Q And you yourself have observed some
17 violations that you think are the responsibility of
18 even the Complainants in this case. Correct?

19 A That's correct.

20 Q And you've noted some violations by
21 Southern Light I take it.

22 A That's correct.

EXHIBIT 8

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

In the Matter of	)	WC Docket No. 07-245
)	
	)	RM-11293
Implementation of Section 224 of the Act;)	
Amendment of the Commission's Rules and	)	RM-11303
Policies Governing Pole Attachments)	
)	

DECLARATION OF CANDLER J. GINN

1. My name is Candler J. Ginn. I am the Distribution Resources and Service Project Manager of Georgia Power Company ("Georgia Power"), a wholly owned subsidiary of Southern Company. My business address is 829 Jefferson Street, Atlanta, Georgia 30318. I am over 18 years of age and have personal knowledge of all matters set forth herein.

2. My declaration addresses specific issues regarding make-ready work and certain safety and reliability issues of the distribution systems owned by Georgia Power. I offer this testimony in support of the reply comments filed by Georgia Power and the Operating Companies (Alabama Power Company, Georgia Power Company, Gulf Power Company, and Mississippi Power Company) in response to initial comments filed pursuant to the FCC's Pole Attachment Notice of Proposed Rulemaking, WC Docket 07-245.

3. As part of my duties as Distribution Resources and Service Project Manager, I manage the make-ready process for attachments on Georgia Power facilities. Through my role as Distribution Resources and Service Project Manager, I have personal knowledge about Georgia Power's cost associated with make-ready work. I have been employed in this position for 4.5 years.

4. Georgia Power spent approximately \$2.25 million on make-ready work for 2007. Georgia Power collected approximately \$1.8 million for make-ready work in calendar year 2007

from the numerous parties, including but not limited to Comcast, that attach to its poles. The difference in the amount spent and the amount collected derives from the fact that Georgia Power only invoices for actual direct make-ready cost. Indirect make-ready costs are omitted from invoices notwithstanding the fact that such costs are incurred by Georgia Power.

5. Georgia Power does not receive material benefits from make-ready work required by third party attachments. With the exception of new poles placed in order to expand capacity, Georgia Power does not improve its system reliability or ability to expand its attachments due to make-ready work. In-fact, when make-ready work does not involve a pole replacement, the additional space being occupied by the new attaching entity reduces the ability of Georgia Power to expand its attachments. Furthermore, there are relatively few poles that are changed out to accommodate the space required for mandatory attachments.

6. Through my role as Distribution Resources and Service Project Manager, I also have personal knowledge about safety violations on Georgia Power poles. The majority of safety violations on Georgia Power poles result from attachments being added to poles resulting in a failure to meet applicable spacing requirements. Often, attaching entities deny any responsibility for a safety violation. To determine who is responsible for these safety violations is expensive and time consuming for Georgia Power. Therefore, Georgia Power does not normally make an in-depth effort to analyze the history of an impacted pole and chooses instead to correct the safety violations. Georgia Power spends a substantial amount of money and time to correct safety violations regardless of the responsible party. The majority of safety violations can be avoided if all attaching entities submit applications for attachments to Georgia Power, which will allow Georgia Power to undertake the appropriate make-ready work and to perform post-construction inspections to ensure that attachments are made pursuant to the relevant safety requirements.

7. As soon as Georgia Power learned of the allegations of unsafe poles set forth in the initial Comments filed by Comcast Corporation ("Comcast") in the above styled proceeding, Georgia Power employees began an investigation to identify the poles and were charged with correcting any safety problems. Because Comcast did not provide adequate addresses of pole locations where alleged safety violations were occurring, Georgia Power was only able to confirm that six of the poles photographed in Georgia are in fact owned by Georgia Power. Of the six Georgia Power poles it appears that safety violations on four of the poles were caused by city and ILEC attachments. The safety violation on one pole was due to Comcast's failure to give notice to Georgia Power that there was inadequate space for the Comcast attachment. After investigation, it remains unclear which parties were responsible for safety violations on the remaining pole.

I declare under penalty of perjury that the statements contained in this Declaration are true and correct.

Executed on April 15, 2008.

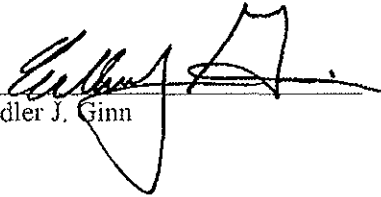

Candler J. Ginn

EXHIBIT 9

Transcript of:

Date: April 26, 2006

Volume: 8

Case: Florida Cable Telecommunications v. Gulf Power Company

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Federal Communications
Commission
Hearing Room A, TW A-363
Washington, D.C.

VOLUME 8

Wednesday,
April 26, 2006
9:00 a.m.

BEFORE:

RICHARD L. SIPPEL
Chief Administrative Law Judge

1 A Well, my testimony in this proceeding is
2 in regard to the cable rate formula, but certainly the
3 telecom formula is also included in section 224.

4 Q Do you also agree that the telecom formula
5 reflects economically appropriate cost allocation
6 principles?

7 A Yes.

8 Q And you are aware, Ms. Kravtin, that the
9 telecom rate differs somewhat from the cable rate?

10 A Yes, I'm well aware of that.

11 Q And you are aware that the key distinction
12 between the two is that the telecom rate allocates the
13 unusable space equally among the attachers to the
14 pole?

15 A I don't know if I would characterize it
16 that way. I view the two formulas as having different
17 space allocation methodologies for allocating both the
18 usable and unusable space of the pole. Both formulas
19 allocate the usable and unusable space at the pole,
20 but according to a different space allocator
21 methodology.

22 Q But the way the telecom rate allocates

1 unusable space is economically appropriate?

2 A I think I just explained in my prior
3 answer that I didn't agree with the way you're
4 describing the allocation of usable space. There are
5 three parts to both formulas: the investment, the
6 carrying charge, and the space allocator. So where
7 the two formulas differ is in terms of the space
8 factor allocation, the method by which they are
9 allocating the entirety of the pole to either a cable
10 company or a telecom company.

11 Q And right now I'm asking you about the
12 space allocation factor in the telecom rate.

13 A Yes.

14 Q Is that economically appropriate?

15 MR. SEIVER: I'm sorry. For what purpose?
16 Objection. "Economically appropriate" in the world or
17 --

18 MR. LANGLEY: Well, this is her testimony.
19 I'm just asking her questions --

20 JUDGE SIPPEL: Well, I'm going to overrule
21 the objection at this point. The witness hasn't
22 indicated that she is having difficulty answering

1 these questions. So, you know, I mean you raised some
2 excellent objections, And I think they have been
3 sustained, but let's see what we can do here.

4 BY MR. LANGLEY:

5 Q Ms. Kravtin, is the way the telecom
6 formula allocates unusable space an economically
7 appropriate cost allocation principle?

8 A I think this is now the third time. The
9 way you are asking me the question, I am not able to
10 answer it because I don't view the telecommunications
11 formula as allocating unusable space different in
12 terms of -- the space factor allocator is different,
13 but both the cable formula and telecom formula
14 allocate the cost of the total pole, including usable
15 and unusable space.

16 Now if you ask me in terms of what I
17 believe about the space factor allocator in particular
18 and the methodology used in that, then I will try to
19 answer your question.

20 Q That was my question, Ms. Kravtin.

21 A I'm sorry, that's not the way I heard it.
22 I apologize.

1 Q Is the space allocation factor in the
2 telecom formula an -- does it reflect economically
3 appropriate cost allocation principles?

4 A Again I testified to, and we had this
5 discussion in deposition, I have testified to this on
6 numerous occasions actually where I have testified on
7 both the use of the telecom formula or the cable
8 formula, is that I believe the appropriate cost
9 allocation principle is to allocate based on usage of
10 the pole.

11 Now the telecom formula applies a slightly
12 different methodology in the sense that it does
13 include an allocation -- coming up the space
14 allocator, it includes in that allocation factor some
15 portions, two-thirds of the unusable space divided
16 over the number of attachers. So it's just a
17 different formula of trying to allocate the total cost
18 of the poles. And I believe that a strict usage-based
19 allocator -- again, we are not talking about what the
20 total costs that are being allocated; we are talking
21 about the design of the allocator. I've testified
22 that a strict usage-based allocator is most consistent

1 with cost-causation principles.

2 In an appropriate world, you know, all the
3 attachers would be charged using a strictly usage-
4 based formula, which is in the cable rate.

5 I also understand that in the more complex
6 real world and in the context of the
7 Telecommunications Act, where Congress was looking to
8 go to a different paradigm, where there are multiple
9 attachers and trying to encourage telecom competition
10 and all that, whatever, that, you know, they augmented
11 the cable formula to be a little different in the case
12 of telecom. But I believe that the telecom formula
13 generally is more consistent with cost-causation
14 principles than, for example, Gulf's replacement cost
15 methodology, which is producing a rate some 10 times
16 greater than the cable rate.

17 Certainly the differences between the
18 cable rate and the telecom rate are relatively small
19 compared with these other alternatives. And that is
20 consistent with what I've testified here and what we
21 discussed in deposition, but also other cases where I
22 have testified on the telecom rate and the use of the

1 telecom rate to telecom carriers.

2 Q Is that it? Is that the end of your
3 answer?

4 A Yes.

5 Q Do you need to change your testimony then
6 on page 15 of your prefiled written direct?

7 MR. SEIVER: Objection, Your Honor.

8 JUDGE SIPPEL: Sustained. No -- I mean I
9 overrule the objection. Go ahead. Go ahead, Mr.
10 Langley.

11 BY MR. LANGLEY:

12 Q Ms. Kravtin, do you need to change your
13 testimony on paragraph 15 of your direct?

14 A I do not because I testified that I do
15 believe a telecommunications formula is consistent
16 with cost-causation principles. You in your question
17 narrowed me to that space factor allocator. And which
18 I said again is, you know, a matter of degrees, that
19 I believe that a pure space allocator based on sheer
20 usage, straight usage, as in the cable formula, was
21 most consistent with cost causation, but that
22 generally a telecom formula still produced a rate that